



# TENDER DOCUMENTS



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## CONDITIONS OF TENDER

### 1. Definitions

**1.1** Whenever the following terms appear in these Conditions of Tender, the Tender Notice, the Form of Tender and/or the Terms and Conditions, they shall have the respective meanings specified below unless the context otherwise requires:

**1.1.1** "**Affiliate**" in relation to any person ("the first mentioned person") means any person ("the second mentioned person") which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person, and in relation to the Company, includes without limitation:

- (i) SATS Food Services Pte. Ltd., Company Registration No. 197300678G; and
- (ii) Country Foods Pte. Ltd., Company Registration No. 198903088H.

**1.1.2** "**Company**" means SATS Catering Pte Ltd, Company Registration No. 198500562G.

**1.1.3** "**Control**" in relation to any person means either of the following:

- (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the directors of board of that person; or
- (ii) the ownership of more than fifty per cent. (50%) of the total issued voting shares or stock in that person,

and "**Controlled**" shall be construed accordingly.

**1.1.4** "**Tender Closing Date**" means **1200 hours (Singapore Time)**

on **20 September 2019**, or such other time(s) and/or date(s) as the Company may from time to time determine, for the purpose of submitting tenders for the Project.

"**Instant Information Search**" means the electronic instant information search results obtained from ACRA (the Accounting & Corporate Regulatory Authority of

Singapore) in respect of the Tenderer, which shall be dated not more than one (1) month preceding the date of submission by the Tenderer of its tender.

**1.1.5** “**Items**” has the meaning given to it in the Terms and Conditions.

**1.1.6** “**Offer Period**” in relation to any tender, means the period commencing from the date of submission of that tender, and ending on the date expiring 9 months after the Tender Closing Date for that tender.

**1.1.7** “**Project**” means the supply and delivery of foodstuff item(s), in respect of which the Tenderer intends to submit or submits a tender.

**1.1.8** “**Tender Documents**” means:

- (i) these Conditions of Tender (“**Conditions of Tender**”);
- (ii) the Form of Tender, attached as Appendix A hereto (“**Form of Tender**”, which expression shall, unless the context otherwise requires, refer to the Form of Tender including any Schedule(s) to be attached thereto, and shall also, unless the context otherwise requires, refer to the Tenderer’s duly completed Form of Tender, inclusive all Schedules thereto, submitted to the Company);
- (iii) the Terms and Conditions for the Supply and Delivery of Foodstuff or Amenities Item(s) attached as Appendix B hereto (“**Terms and Conditions**”);
- (iv) the contract specifications for the Project, attached as Appendix C hereto (“**contract specifications**”);
- (v) the format of the banker’s guarantee, attached as Appendix D hereto, which shall be furnished by the successful Tenderer, if the successful Tenderer wishes to provide the security deposit in the form of a banker’s guarantee and is entitled to do so under these Conditions of Tender;
- (vi) the supplier code of conduct, attached as Appendix E hereto as may be updated by the Company and/or its Affiliate from time to time and which may be found at the SATS Website: <http://www.sats.com.sg> (“**Supplier Code of Conduct**”)

(vii) the form of Declaration by Tenderer/Contracting Party, attached as Appendix F hereto ("**Declaration Form**"); and

(viii) the Tender Notice,

as may be modified, amended or supplemented pursuant to all and any Tender Addenda issued by the Company pursuant to Condition 3.3.

**1.1.9 "Tenderer"** means any person which submits a tender for the Project.

**1.2** Words using the singular or plural number also include the plural or singular number, respectively and words denoting any gender shall include all genders, unless the context otherwise requires.

**1.3** References to any person include, as appropriate, any individual, firm, corporation, trust, estate, unincorporated association, governmental, statutory, judicial, administrative or regulatory authority or body, wheresoever resident, incorporated or established.

**1.4** The headings in these Conditions of Tender are inserted for convenience only and shall be ignored in construing the terms contained herein.

## **2. General**

**2.1** The information contained in these Conditions of Tender is to instruct and guide the Tenderer in the submission of its tender for the Project. The Tenderer shall comply with all the terms and conditions set out in these Conditions of Tender in the submission of any tender for the Project. Failure to comply with or breach of any of the terms and conditions set out in these Conditions of Tender may, at the Company's sole discretion, result in the tender submitted by the Tenderer being disqualified and rejected by the Company, or the Tenderer being disqualified from participating in future tender exercises conducted by the Company or any of the Company's Affiliates.

**2.2** In consideration of the Company making available the Tender Documents to the Tenderer and agreeing to consider the Tenderer's tender if duly submitted in accordance with these Conditions of Tender, the Tenderer agrees that these Conditions of Tender shall be binding on the Tenderer.

**2.3** For the avoidance of doubt, nothing in the Tender Documents shall comprise an offer from the Company to a Tenderer.

**3. Tender Documents**

- 3.1** It is the sole responsibility of the Tenderer to examine and understand the Tender Documents and to verify their completeness. The Tenderer shall satisfy itself of the completeness of the Tender Documents downloaded electronically. It is the Tenderer's duty to notify the service provider if it experiences any error or difficulties in downloading all or any part of the Tender Documents. In the event any part of the Tender Document is missing, the Tenderer shall apply in good time to the Company to have any such discrepancy rectified, and in any event, well before the Tender Closing Date.
- 3.2** Should there be any doubt whatsoever on the part of the Tenderer as to the precise meaning or interpretation of any part of the Tender Documents, or as to anything to be done or not done by the Tenderer, or as to any other matter or thing, the Tenderer shall notify the Company in writing in good time before the Tender Closing Date and request all necessary clarifications and explanations before submitting its tender.
- 3.3** Any explanations, modifications or extensions which the Company may wish to make to the Tender Documents shall be by way of a document entitled "Tender Addendum" which will be made available by the Company on the SATS Website: <http://www.sats.com.sg> and the SESAMi website, and will form part of the Tender Documents. All tenders subsequently received will be deemed to have been based on the Tender Documents including all Tender Addenda (if any) issued by the Company.
- 3.4** All notices and other communications that the Company may wish to make to Tenderers generally in connection with the tender shall also be made available by the Company on the SATS Website: <http://www.sats.com.sg> and the SESAMi website.
- 3.5** It shall be the responsibility of the Tenderer to check the SATS Website: <http://www.sats.com.sg> and the SESAMi website, from time to time and just before the submission of its tender, to ensure that it has accessed and read and understood all relevant Tender Addenda, notices and other communications.

**4. Gifts, Inducements and Rewards**

- 4.1** Without prejudice to the terms in the Supplier Code of Conduct, the Tenderer shall not, and shall ensure that the Tenderer's officers, servants and agents do not,

directly or indirectly offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the award of the tender, or for showing or forbearing to show favour to any person in relation to the award of the tender, whether or not such action shall comprise an offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

## **5. Responsibility of the Tenderer**

### **5.1** It is the sole responsibility of the Tenderer to:

**5.1.1** familiarise itself with the Premises (as defined in the Terms and Conditions) (where applicable) and any relevant fixtures, fittings and equipment thereat to be utilised or that may otherwise be relevant in connection with the Project;

**5.1.2** make all relevant investigations in relation to the performance of its obligations pursuant to the terms of the Tender Documents; and

**5.1.3** obtain and verify any and all information required by it for the purpose of completing the Form of Tender,

prior to submitting its tender for the Project.

**5.2** The Company makes no representation or warranty as to the accuracy or completeness of any information (including without limitation any information set out in the Tender Documents) given or made available to the Tenderer by it or on its behalf and shall have no liability whatsoever in respect of such information.

**5.3** Each tender shall be made on the basis that in making the tender, the Tenderer does not rely on any representation or warranty (whether verbal or in writing, conveyed by email or fax or other form of correspondence) made by or on behalf of the Company or any of the Company's officers, servants or agents (whether at a briefing to tenderers conducted by the Company or over the telephone pursuant to the Tenderer's enquiry, or otherwise), but has relied entirely on the Tenderer's own enquiries, inspections, investigations and due diligence, and the Company may accept any tender submitted by the Tenderer without entertaining any request by the Tenderer to alter its tender or for extra payment, whether on grounds of misinformation, insufficient or inaccurate information or otherwise.

**6. Completion of Tender**

- 6.1** The Tenderer shall complete the Form of Tender (including the document(s) to be attached as Schedule(s) to the Form of Tender) by inserting all relevant information and details in the spaces provided for the purpose and shall sign and date the Form of Tender and such Schedule(s).
- 6.2** All entries in the Form of Tender must be properly and legibly filled and completed.
- 6.3** All prices and amounts in the Schedule to the Form of Tender shall be tendered in Singapore Dollars and shall be exclusive of any goods and services tax that may be payable under applicable law. The Tenderer is not permitted to submit hardcopies of the Form of Tender (in whole or in part) unless expressly approved and in the manner specified by the Company.
- 6.4** Where applicable, any alteration to any matter in the Form of Tender shall be made by crossing out the incorrect information and by writing in the revised information above. Each alteration shall be countersigned by the Tenderer or its authorised signatory who signs the tender on behalf of the Tenderer.

**7. Goods and Services Tax**

- 7.1** The Tenderer shall state in the Form of Tender whether the Tenderer is registered under the Goods and Services Tax Act (Chapter 117A). If the Tenderer is so registered, the Tenderer shall state its registration number for goods and services tax purposes.

**8. Submission of Tenders**

- 8.1** For the purposes of submitting a tender, the following documents:
- (a) the Form of Tender (inclusive of any Schedule(s)) duly completed and signed by the Tenderer;
  - (b) the Declaration Form duly completed and signed by the Tenderer;
  - (c) the Instant Information Search;
  - (d) a comprehensive business/company profile of the Tenderer and a record of its contracts which are currently in force and the contracts it has entered into with various companies in Singapore in the past two (2) years; and



- (e) any additional items, documents or information required to be furnished with the tender under Conditions 14 and/or 15 below (where applicable),

shall be submitted to the Company in accordance with these Conditions of Tender. In the event any part of the Tender shall be submitted by way of hardcopies pursuant to Condition 6.3 above, the Tenderer shall print the envelope label, complete the relevant portions in full, and paste it on its sealed envelope. The said sealed envelope shall be addressed to and reach the Secretary, Tenders Committee (Foodstuff & Catering Equipment), c/o SATS Security Entrance Gate, SATS Inflight Catering Centre 1, 20 Airport Boulevard, Singapore 819659, no later than the Tender Closing Date. The Tenderer must deposit the tender documents above into the **RED** Tender Box at the above address.

Tenderers must ensure both tenders submitted electronically and, if applicable, hardcopies of tenders are submitted no later than the Tender Closing Date.

- 8.2** In submitting its tender, the Tenderer shall not make or propose any variations, modifications or amendments to any of the terms and conditions contained in any of the Tender Documents. Any such variation, modification or amendment may result in the Tenderer's tender submission being disqualified by the Company at its discretion.

## **9. Time of the Essence**

- 9.1** Time shall be of the essence in the Tender Documents, both as regards any time, date or period originally fixed or any time, date or period which may be extended by agreement between Tenderer and the Company.

## **10. Validity and Acceptance Of Tender**

- 10.1** Any tender submitted by the Tenderer shall constitute an irrevocable offer to the Company by the Tenderer to provide the goods and/or services to the Company as comprised in the Project and more particularly described in the contract specifications, on the terms and conditions set out in the Tender Documents including without limitation the Terms and Conditions, the contract specifications, at the pricing and terms as set out in the Tenderer's Form of Tender (including any Schedule(s) thereto) and the Supplier Code of Conduct. Such offer shall remain open, valid and binding on the Tenderer for the period from the date of its submission to the Company until the expiry of the Offer Period. Any purported

revocation or withdrawal of the Tenderer's tender during the Offer Period shall be invalid.

**10.2** The Company may accept the Tenderer's tender at any time during the Offer Period referred to in Condition 10.1 and any such unqualified acceptance by the Company shall form a binding contract between the Company and the successful Tenderer on the terms and conditions set out in the Tender Documents including without limitation the Terms and Conditions and the contract specifications.

## **11. Conditions regarding Acceptance of Tender**

**11.1** The Company need not consider any tender unless it has been made in accordance with these Conditions of Tender but the Company may at its absolute discretion consider and/or accept any tender.

**11.2** The Company shall not be under any obligation to disclose to any person who submits a tender any information regarding any tender submitted by any other person. The Company shall not be bound to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason therefor.

**11.3** The Company reserves the right to accept any tender in whole or in part.

**11.4** Without prejudice to the Company's absolute discretion to consider and/or accept any tender, any documents submitted for the purposes of the tender that are incomplete, illegible or inconsistent with the terms of these Conditions of Tender or received after the Closing Date or time may be treated as defective and the tender to which it relates may be rejected as being non-compliant with these Conditions of Tender.

**11.5** Any tender may be accepted by the Company's award letter (which shall be in such form as may be determined by the Company) sent to the Tenderer's address stated in the Form of Tender submitted by the Tenderer. The date of such sending shall be deemed the date of acceptance of the tender notwithstanding that the Company's award letter may not be received by the Tenderer.

## **12. Conditions Effective Upon Acceptance of Tender**

**12.1** Upon the Company's acceptance of the successful Tenderer's tender and the issuance of the award letter by the Company to the Tenderer in accordance with Condition 11.5, the provisions of the Tender Documents and the award letter shall immediately impose legally binding and enforceable obligations upon the successful

Tenderer in relation to the Project, whereupon such provisions shall supersede any and all other terms or variations which the Tenderer may purport to introduce, incorporate or impose, unless otherwise agreed to in writing by the Company.

- 12.2** The successful Tenderer shall be required to furnish a security deposit and (where applicable) procure all insurance policies as stipulated in the Terms and Conditions set out in Appendix B hereto and within the time specified therein, which shall in any event be before the commencement of the Term (as defined in the Terms and Conditions).
- 12.3** Before commencement of the Term, the successful Tenderer shall (if not already done) sign up with the Company's service provider, SESAMi for transactions to be performed by way of electronic data interchange (EDI). All cost and expenses charged by SESAMI (whether for registration or subscription or otherwise) shall be borne by the successful Tenderer.
- 12.4** The Tenderer acknowledges and agrees that upon the Company's acceptance of the Tenderer's tender, the Tenderer shall be obliged to deliver such Items or any of them to be supplied under the Project:
- (a) to each of the Company's Affiliates to which such Items are to be delivered, as may be stated in the contract specifications; and/or
  - (b) to any of the Company's Affiliates other than those mentioned in Condition 12.4(a) above, who may at any time during the Term require the Tenderer to supply such Items, provided that the Company or the Company's Affiliates gives not less than one month's prior written notice for such supply to the Tenderer,
- in each case, on the same terms as those which are applicable to the Company as set out in the Tender Documents and the award letter (including without limitation the relevant Price of the Items). For the avoidance of doubt, the Company shall not in any event be responsible or liable for the payment of any sum due to the Tenderer for the supply and delivery of any Item to any such Affiliate of the Company.
- 12.5** The Company's decision to accept any Item(s) (as defined in the Terms and Conditions) in the successful Tenderer's tender is final, and any request by the Tenderer for any variation or cancellation to any Item(s) will not be entertained.

**13. Miscellaneous**

- 13.1** The Company shall not be liable howsoever for any costs or expenses whatsoever incurred directly or indirectly by any Tenderer in preparing or submitting its tender.
- 13.2** The information contained in the Tender Documents and any other documents supplied to the Tenderer is confidential and proprietary in nature and may not be used otherwise than for the purpose of submitting a tender to the Company, nor disclosed to any person, unless expressly authorised otherwise by the Company. The Tenderer shall not disclose its participation in the tender for the Project or any information in relation thereto or any drawings, specifications, data or documents whatsoever in connection therewith. The Company may require, as a condition to the issue of the tender, that the Tenderer submits a written undertaking that the Tenderer will comply with the foregoing.
- 13.3** After the Tender Closing Date, the Tenderer shall not communicate directly or indirectly with the Company or any of the Company's Affiliates or any of their officers, servants or agents with regard to the progress of the tender. However, the Company shall be entitled at any time up to the expiry of the Offer Period to seek further clarification or any information from any Tenderer in relation to that Tenderer's tender by written request thereof to that Tenderer, and that Tenderer shall provide full and comprehensive written responses to such written request, unless otherwise stated.
- 13.4** The Tenderer shall inform the Company of any changes to the particulars of the Tenderer's business/company, from that shown in the Instant Information Search submitted to the Company, including without limitation changes to its business or company name or changes to the particulars of its owners, managers, directors or shareholders, which may take place at any time after the date of submission of the tender, and (where applicable) during the Term.
- 13.5** The Company shall not in any event be liable to any Tenderer for any loss or deferment of revenue, profit or anticipated earnings or savings, loss of goodwill, loss of use, business interruption, loss of business information, loss of data, increased cost of working and wasted effort on expenditure whether caused or arising from the Tenderer's submission of Tender, the Tenderer's use or misuse of the SESAMi website or any breach by the Company of any of the Tender Documents or howsoever otherwise caused or arising.

- 13.6** The Company and the Company's Affiliates assume no responsibility for the activities or use or misuse of the SESAMi website by the Tenderer. The Company and the Company's Affiliates hereby disclaims all liabilities and warranties in respect of or resulting from the Tenderer's submission of the Tender or the Tenderer's use or misuse of the SESAMi website or any error or omissions of any information obtained or derived from the SESAMi website (including without limitation warranties of merchantability, title, satisfactory quality, non-infringement of the Tenderer or any third parties' rights, or fitness for particular purpose, freedom from computer virus, malicious code and/or other harmful components).
- 13.7** The Tenderer shall indemnify, defend and hold harmless the Company and the Company's Affiliates for and against all claims, actions, liabilities, losses, expenses, damages and costs (including legal costs on a full indemnity basis) that may at any time be brought against or incurred by the Company and the Company's Affiliates reason of:
- (a) any breach of the Conditions of Tender;
  - (b) any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the Tenderer's submission of the Tender or Tenderer's use or misuse of the SESAMi website or any error or omissions of any information obtained or derived from the SESAMi website a third party claim arising from the Tenderer's submission of Tender or the Tenderer's use or misuse of the SESAMi website;
  - (c) any software virus or bug or problems transmitted or caused by the Tenderer;
  - (d) the Tenderer's dispute with a third party, or non-payment of any services used by the Tenderer.
- 13.8** If the exclusions or limitations set forth above are held inapplicable or unenforceable as against the Tenderer for any reason, then the Company's maximum liability for any type of damages (direct or otherwise) shall be limited to \$100.00 in aggregate.
- 13.9** The Tender Documents and all tenders shall be subject to and governed by the laws of Singapore and Clause 25 of the Terms and Conditions shall apply.
- 14. Specified Conditions of Tender**
- 14.1** All items tendered by the Tenderer in its submission to the Company must be in metric units. However, if the original labels on samples are in imperial units then the metric units are to be indicated within brackets.

- 14.2** The Tenderer is advised to have sample(s) of the item(s) tendered ready for submission to the Company by the Tender Closing Date.
- 14.3** Samples of items shall be submitted to the Company at such time as the Company may require. Samples must be of the same weights and sizes as stated in the Tenderer's tender, especially for packed, bottles or tinned items. The samples must be properly labelled with the Tenderer's name, stamp, description of item and tender reference no. The samples may if the Company requires be opened or tested for presentation during a meeting with the Tenderer.
- 14.4** Only tenderers for semi-processed or processed products with a minimum SFA Grading of B (awarded by Singapore Food Agency) will be considered. A Copy of the Tenderer's "License To Operate a Food Establishment" must be submitted to the Company for verification together with the Tenderer's tender.
- 14.5** The Tenderer may in its tender submit a copy of any ISO certification issued by Spring Singapore, for consideration by the Company, if any.

**15. Specified Conditions of Supply**

- 15.1** The provisions of this Condition 15 shall be in addition and without prejudice to the provisions of the Terms and Conditions.
- 15.2** All foodstuffs that require refrigeration must be transported to the Company under appropriate temperatures in refrigerated trucks. All foodstuffs must be delivered to the Company no later than such dates and times and at such location(s) as specified by the Company. Without prejudice to the foregoing, the Company's current requirement is that all fruits and vegetables must be delivered to the Company at the specified location by 12 noon on the requisite date of delivery.
- 15.3** Expiry dates are required for all foodstuffs and must be indicated on individual packaging. The Company may at its discretion waive the foregoing requirement in exchange for a letter of undertaking from the Tenderer on terms prescribed by the Company.
- 15.4** If any protective wrapping is required for any item, it must not exceed 1% of the gross weight of the item.
- 15.5** Items supplied must be in clean stackable containers, such as plastic trays or plastic baskets.

- 15.6** Upon request by the Company, the Tenderer shall, at its own cost, submit:
- (a) the original Health Certificate, Certificate of Origin and independent lab test report for all Items processed overseas, and
  - (b) a copy of an SFA Certificate of Factory Grading of B or above (awarded by Singapore Food Agency, GMP, HACCP and independent lab test report for all Items processed locally in Singapore.
- 15.7** The microbiologist together with the Company's purchasing personnel will have the right to conduct periodic inspections of the Tenderer's facilities to ensure that food to be supplied and delivered by the Tenderer is properly and hygienically processed.

**ENVELOPE LABEL (FOR HARDCOPY SUBMISSION IF APPLICABLE)**

**TO DEPOSIT INTO RED TENDER BOX**

Tender No: **TCAT-2019-14**  
Tender Closing Date and Time: **20 September 2019, 1200 hours Singapore Time**  
Tender Description: **Tender for the Supply and Delivery of Ice Cream for the Period 1 JANUARY 2020 to 31 DECEMBER 2020**

Tender conducted by: SATS Food Procurement, Tel No: 6541 8672 / 6541 8658

TO: **SECRETARY, TENDERS COMMITTEE  
(FOODSTUFF & CATERING EQUIPMENT)  
C/O SATS SECURITY ENTRANCE GATE  
SATS INFLIGHT CATERING CENTRE 1  
20 AIRPORT BOULEVARD  
SINGAPORE 819659**

FROM: Name Of Business Firm/Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel and Fax No: \_\_\_\_\_  
Contact Person: \_\_\_\_\_